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Metropolitan Life Insurance Company

**UNITED STATES DISTRICT COURT**  
**FOR THE NORTHERN DISTRICT OF CALIFORNIA**

CORLISS LEE,

Plaintiff,

vs.

METROPOLITAN LIFE INSURANCE  
COMPANY, INC., a New York  
Corporation; and DOES 1 through 50,

Defendants.

CASE NO.: CV 13-05458 VC

Honorable Vince Chhabria

**PARTIES' STIPULATED  
PROTECTIVE ORDER**

Complaint Filed: September 19, 2013

1 Plaintiff CORLISS LEE ("Plaintiff") and Defendant METROPOLITAN LIFE  
2 INSURANCE COMPANY ("MetLife") (collectively "Parties"), by and through their  
3 respective counsel of record, hereby stipulate to the following Protective Order  
4 regarding certain documents to be produced by either party's attorneys or agents in  
5 the above-captioned matter:

6  
7 1. Designated Material. The parties hereto designate certain documents to  
8 be produced to each other, and all information or material derived from such  
9 documents, as "Designated Material" under this Protective Order. Designated  
10 Material shall be "CONFIDENTIAL," and the party that designates the documents as  
11 "CONFIDENTIAL" shall be deemed the "Designating Party" with respect to those  
12 designated documents. Such designation is to be made for the purposes of protecting  
13 sensitive, confidential, trade secret, private and/or proprietary information relating to  
14 the parties and/or others. Such information is information that has not been made  
15 public and may include information that relates to or concerns individuals and entities  
16 other than the parties hereto.

17  
18 2. Access. Designated Material shall not be used or disclosed for any  
19 purposes other than the litigation of this action and may be disclosed only as follows:

20  
21 A. Designated Material may be disclosed only to "qualified persons,"  
22 defined as (1) all individual parties and counsel for individual parties to this action  
23 and the officers, directors, members, employees, third-party administrators and  
24 attorneys representing corporate parties to this action who need to review the material  
25 to assist with that party's defense or prosecution of its case, and to prospective  
26 witnesses who have agreed in writing to be bound by this Protective Order in the  
27 form of an executed Declaration of Compliance, attached hereto as Exhibit "A", and  
28 (2) non-party consultants and experts who have agreed in writing to be bound by this

1 Protective Order in the form of an executed Declaration of Compliance, attached  
2 hereto as Exhibit "A."

3  
4 B. Copies. Copies and extracts may be made by or for the foregoing  
5 qualified persons, provided that all copies and extracts are appropriately marked as  
6 set forth below in paragraph 2(F). All copies and extracts of Designated Material are  
7 subject to paragraph 2(G) of this Protective Order.

8  
9 C. Custody of Designated Material. All documents containing information  
10 designated "CONFIDENTIAL" and notes or other records regarding that information  
11 shall be maintained in the sole custody of counsel of record for the parties, and no  
12 partial or complete copies thereof containing Designated Material shall be retained by  
13 anyone else at any location, except that each office of the attorney of record may  
14 maintain a file for archival purposes, and consultants and experts may retain  
15 documents on a temporary basis for purposes of study, analysis and preparation of the  
16 case. A person with custody of Designated Material shall maintain it in a manner that  
17 limits access only to those qualified persons identified above in paragraph 2(A).

18  
19 D. Authors and Addressees. The designation of any document as  
20 "CONFIDENTIAL" shall not preclude any party from showing the document to any  
21 person who appears as an author, addressee or recipient on the face of the document.

22  
23 E. Declaration of Compliance and Objections. Prior to disclosing  
24 documents as discussed in paragraphs 2(A) through 2(D), counsel disclosing the  
25 information will ensure that the qualified person to whom the documents are to be  
26 disclosed has understood and executed the Declaration of Compliance, attached  
27 hereto as Exhibit "A". Counsel disclosing the information shall then serve the  
28 executed Declaration on counsel for all parties, except that service of Declarations

1 signed by designated experts and consultants shall not be made. A copy of the  
2 executed Declaration of Compliance with a description of the Confidential  
3 Information to be furnished to the qualified person shall be provided to the  
4 Designating Party at least two (2) business days prior to the disclosure of Designated  
5 Material to such person in order to allow the Designating Party to object to the  
6 disclosure. In the event the Designating Party wishes to foreclose access to  
7 Designated Material, in whole or in part, to any qualified person, such party may,  
8 upon a showing of good cause, move the Court ex parte for an appropriate order  
9 precluding access. If the Designating Party intends to make such motion, upon notice  
10 to the other party, the qualified person shall not be given access to any Designated  
11 Material until resolution of the objection by the parties or the Court.  
12

13 F. Designating Documents. When a party producing documents wishes to  
14 designate all or some portion of said documents as "CONFIDENTIAL," such  
15 designation shall be made by placing the word "CONFIDENTIAL" on each page of  
16 the document prior to production.  
17

18 G. Return of Materials. All Designated Material, all material derived from  
19 Designated Material and all CONFIDENTIAL documents will be returned to the  
20 Designating Parties within thirty (30) days of the conclusion of this litigation. Any  
21 materials subject to this Protective Order may be retained by a party only if given the  
22 Designating Party's express permission.  
23

24 3. Designating Depositions  
25

26 A. Deposition transcripts or portions thereof may be designated as  
27 "CONFIDENTIAL" either: (i) before the testimony is recorded, in which case the  
28 transcript of the designated testimony shall be bound in a separate volume and

1 marked with the word "CONFIDENTIAL" by the reporter, as the party seeking to  
2 designate the material as confidential may direct, or; (ii) by captioned, written notice  
3 to the reporter and all counsel of record, given within ten (10) business days after the  
4 reporter sends written notice that the transcript is available for review, in which case  
5 all counsel receiving such notice shall be responsible for marking the copies of the  
6 designated transcript or portion thereof in their possession or control as directed by  
7 the parties hereto.

8  
9 B. Where testimony is designated at a deposition, the parties hereto may  
10 exclude from the deposition all persons other than those to whom the Designated  
11 Material may be disclosed under paragraph 2 of this Protective Order.

12  
13 C. Any party may mark Designated Material as a deposition exhibit and  
14 examine any witness thereon, provided that the deposition witness is a qualified  
15 person to whom the exhibit may be disclosed under paragraph 2 of this Protective  
16 Order and the exhibit and related transcript pages receive the same confidentiality  
17 designation as the original material.

18  
19 4. Court Procedures

20 A. In applications, submissions, and motions to the Court, the parties shall  
21 seek to file and/or submit Designated Material under seal, pursuant to Northern  
22 District Local Rules, Rule 79-5, which are incorporated by reference herein.

23 B. Subject to all applicable Local Rules and the Federal Rules of Civil  
24 Procedure, at the trial of this matter, the parties hereto shall request the Court to  
25 exclude from the courtroom, subject to the Court's approval, any person (excluding  
26 court personnel) who is not bound or has not agreed to be bound by this Protective  
27 Order when information subject to this Protective Order is going to be introduced,  
28 presented or referred to. In addition, the parties will request the Court for an order

1 requiring the jurors to be subject to this Protective Order. If any party wishes to offer  
 2 into evidence at trial any Designated Material, the offering party shall use for this  
 3 purpose a copy of such document which does not bear the designation  
 4 CONFIDENTIAL. Such an undesignated copy shall be made available by the  
 5 producing party to the offering party for this purpose within five (5) business days. If  
 6 undesignated copies of such document are not available, reasonable efforts to remove  
 7 or cover the CONFIDENTIAL designation shall be made on the designated copy.

8  
 9 5. Additional Relief

10  
 11 A. Nothing in this Protective Order shall preclude any party from seeking  
 12 and obtaining additional or different protection with respect to the confidentiality of  
 13 discovery. Nothing in this Protective Order shall prejudice any motion to modify this  
 14 Protective Order.

15  
 16 B. Unless all parties stipulate otherwise, evidence of the existence or  
 17 nonexistence of a designation under this Protective Order shall not be admissible for  
 18 any purpose during any proceeding on the merits of this action.

19  
 20 6. Enforceability of Stipulation as Binding Contract Between the Parties.

21 The parties agree that even if the Court does not sign and enter the Proposed Order  
 22 hereto that the parties will be bound by all of the terms and conditions of this  
 23 Stipulation as a separate and enforceable contract between the parties.

24  
 25 7. Modification and Survival. The restrictions imposed by this Protective  
 26 Order may only be modified or terminated by written stipulation of all parties or by  
 27 order of this Court. This Stipulation and Protective Order shall survive termination of  
 28 this action.

1 IT IS SO STIPULATED.

2  
3 Dated: December 17, 2014

GATES EISENHART DAWSON

4  
5 By: /s/ Nicholas G. Emanuel  
6 Nicholas G. Emanuel  
Attorneys for Plaintiff Corliss Lee

7 Dated: December 17, 2014

HINSHAW & CULBERTSON, LLP

8  
9 By: /s/ James C. Castle  
10 ROYAL F. OAKES  
11 MICHAEL A.S. NEWMAN  
12 JAMES C. CASTLE  
Attorneys for Defendant  
Metropolitan Life Insurance  
Company

13  
14 **IT IS SO ORDERED:**

15  
16  
17 Dated: December 18, 2014



18 Hon. Vince Chhabria

EXHIBIT "A"

AGREEMENT TO BE BOUND BY STIPULATED PROTECTIVE ORDER  
AND ORDERS PURSUANT THERETO

I, \_\_\_\_\_, of \_\_\_\_\_,  
in order to be provided access to the Designated Material, which are the subject of the  
Protective Order in a lawsuit entitled *CORLISS LEE, Plaintiffs, vs. METROPOLITAN  
LIFE INSURANCE COMPANY, Defendant*, Case No. CV 13-05458 VC pending in  
the United States District Court for the Northern District of California (the "Action"),  
represent and agree as follows:

1. I have been provided with a copy of the Order and have reviewed and  
am familiar with its terms.

2. With regard to the Designated Material to which I am given access in  
connection with the Action, I agree to be bound by the provisions of the Order as of  
this date. I specifically agree that, unless I am the attorney of record representing a  
party to this Action, I shall not make copies nor authorize anyone to make copies of  
the Designated Material and that I will promptly return all copies of the Designated  
Material to the person from whom I received them upon request by that person.

3. I consent to the exercise of jurisdiction over me by the court with respect  
to the Order.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: \_\_\_\_\_